

# citylink.com.au

Managing your account online is quick and simple:

- Open a CityLink account;
- Buy a CityLink Pass;
- Pay a Late Toll invoice;
- View live traffic conditions through webcams;
- Use the toll calculator to calculate your trip charge; and
- Use the interactive product selector to help you choose a product that suits your needs.

## Commercial and Taxi accounts

Telephone: 1300 360 962 (8am – 6pm, Monday to Friday)

Email: [comcare@citylink.com.au](mailto:comcare@citylink.com.au)

## CityLink Customer Centre

67 Lorimer Street, Docklands 3008 (Melway: 2E G10)

8am – 6pm Monday to Friday

9am – 5pm Saturday

Closed Sundays and Public Holidays

TTY service for hearing impaired: 1300 134 132

Interpreter service: 13 14 50



# Motor Car Trader

customer service agreement

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**CityLink**  
Linking Melbourne

**transurban**

Owner and manager

## CityLink Melbourne Limited

### Motor Car Trader customer service agreement

(Consolidated for all amendments as 1 July 2008)

All amendments are effective as at the date of this consolidation.

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## 1. Your agreement with us

This agreement starts when you accept this agreement by:

- accepting it in writing;
- opening the seal of the e-TAG® pack;
- keeping the e-TAGs; or
- clicking on the “I accept” button on our website

If you do not want to accept this agreement, you must return the unopened e-TAG pack to us as soon as possible without opening the seal of the e-TAG pack. We will refund any money you have paid.

## 2. Motor Car Trader Account

The Motor Car Trader Account will only be available to customers who hold a motor car trader’s licence issued under the Motor Car Traders Act 1986 (Vic). This special agreement is provided by us to accommodate the special characteristics of the motor car trade. Before using CityLink, every vehicle must be registered on the CityLink Register or exempt from the requirement to be registered.

## 3. What to do before using CityLink

You must do the following things before using CityLink:

- complete the Application Form and provide all details (including your LMCT), as required by us;
- tell us the:
  - Registration Number, make, model, year and colour of each vehicle;
  - Trade Plate Number of each Trade Plate and the class of vehicle those Trade Plates will be used with; and
  - details of sales personnel to be assigned an e-TAG and the class of vehicle those e-TAGs will be used with, to be linked to the Account;
- open any Sub-Accounts required; and
- make sure that the e-TAGs linked to the Account have been allocated to the correct vehicle, Trade Plate or sales personnel.

### Receipt of e-TAGs

You must install each e-TAG in the vehicle specified by us for that e-TAG in line with the instructions supplied with the e-TAG.

### CityLink Registration of your vehicles

You must link at least four e-TAG devices and at least four vehicles to the Account

We agree to register the vehicles notified to us on the CityLink Register if you comply with this agreement. Registration only takes effect when a vehicle is actually recorded as registered on the CityLink Register by us.

If the CityLink Registration of a vehicle is suspended or cancelled this means that the vehicle will no longer be registered on the CityLink Register.

### Trade Plate Registration

We agree to register a Trade Plate notified to us on the Trade Plate Register if you comply with this agreement. Registration only takes effect when a Trade Plate is actually recorded as registered on the Trade Plate Register by us.

We agree to exempt a vehicle from the requirement to be registered on the CityLink Register if that vehicle has a Nominated Trade Plate attached to the front and the rear of that vehicle in accordance with Regulation 222(1) of the Road Safety (Vehicles) Regulations 1999 (Vic) as if the Trade Plate were issued under Regulation 221 and the vehicle was a registered vehicle within the meaning of the Regulations.

If the Trade Plate Registration of a Trade Plate is suspended or cancelled this means that the Trade Plate will no longer be registered on the Trade Plate Register.

### No registration of vehicles carrying an e-TAG

You acknowledge that a vehicle with an e-TAG installed will not be registered on the CityLink Register or exempt from the requirement to be registered, unless:

- the vehicle is registered on the CityLink Register by us; or
- a Trade Plate registered on the Trade Plate Register by us is attached to that vehicle.

**Linking extra vehicles, Trade Plates and e-TAGs to the Account**

You may link extra vehicles, Trade Plates and e-TAGs to the Account if you comply with this agreement and give the required details to us including the Registration Number of each vehicle and the Class of vehicles to be used with the Trade Plate and e-TAG.

**Sub-Accounts**

You may open Sub-Accounts by contacting us.

You must open:

- (a) a Sub-Account for Trade Plates, if any Trade Plates are linked to the Account;
- (b) a Sub-Account for sales personnel, if any e-TAGs assigned to sales personnel are linked to the Account; and
- (c) a Sub-Account for vehicles, if (a) or (b) above apply.

**4. e-TAGs and the tolling system****Installing and using the e-TAGs**

You must:

- (a) install each e-TAG in line with the instructions supplied with that e-TAG;
- (b) always have an e-TAG in a Holder in a Nominated Vehicle when that vehicle is used on CityLink;
- (c) if an e-TAG is assigned to a Nominated Vehicle, only use the e-TAG in that Nominated Vehicle;
- (d) if an e-TAG is assigned to a Nominated Trade Plate, only use the e-TAG in a vehicle that Nominated Trade Plate is attached to;
- (e) keep each e-TAG in good condition;
- (f) only use each e-TAG in a vehicle in the same class as the e-TAG and only in one of your vehicles; and
- (g) promptly return an e-TAG to us when requested by us.

**Travel on CityLink**

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying your e-TAG, Nominated Trade Plate or the vehicle's Registration Number. We will charge the relevant CityLink tolls to your Account.

**Travel on Eligible Toll Roads**

Other Eligible Toll Road operators may operate electronic tolling systems on their toll roads to detect vehicles that make Trips on those toll roads by identifying the e-TAG, Nominated Trade Plate or the vehicle's Registration Number. The Eligible Toll Road operator will send Trip data and the relevant tolls to us so we can charge those Eligible Toll Road tolls (and any fees if applicable) to your Account.

**Responsibility for e-TAG, Nominated Trade Plates and Nominated Vehicles**

You are responsible for all Nominated Vehicles, Nominated Trade Plates and e-TAGs linked to the Account and for making sure that all Nominated Vehicles, Nominated Trade Plates and e-TAGs are used in line with this agreement. You must procure, and are responsible for, the performance of this agreement by any employee or other person who uses your vehicle(s) or an e-TAG linked to the Account.

Although we may send a letter to the Billing Address or signal your e-TAG to beep to tell you about certain events which affect the CityLink Registration of a Nominated Vehicle or Trade Plate

Registration of a Nominated Trade Plate, you are responsible for making sure that the CityLink Registration of a vehicle and Trade Plate Registration of a Trade Plate is not suspended or cancelled. Where an e-TAG linked to the Account is detected on CityLink we need not ask which vehicle the e-TAG was in.

**5. When you should contact us**

Each time one of your vehicles passes through a Toll Zone, the e-TAG in that vehicle should "beep":

**One beep** means that everything is operating normally;

**No beep** means there may be a problem with an e-TAG linked to the Account. You may complete the Trip, but you must contact us before using CityLink again; and

**Four beeps** means that the CityLink Registration of a Nominated Vehicle or Trade Plate Registration of a Nominated Trade Plate (as applicable) has been suspended or cancelled. The driver may be issued with a Late Toll Invoice or an infringement notice from an enforcement agency and be liable for payment of tolls, a Toll Administration Fee or a fine. You must contact us before you or your vehicles travel on an Eligible Toll Road again.

You should also contact us as soon as possible when:

- (a) an e-TAG, Nominated Vehicle, Nominated Trade Plate or the Number Plate of a Nominated Vehicle is lost or stolen;
- (b) you wish to transfer an e-TAG from one vehicle to another within your fleet or wish to use an e-TAG in a vehicle which is not a Nominated Vehicle and does not have a Nominated Trade Plate attached;
- (c) an e-TAG is damaged;
- (d) you want to change or link to or unlink from the Account:
  - a Nominated Vehicle (or Registration Number of a Nominated Vehicle);
  - a Nominated Trade Plate; or
  - an e-TAG;
- (e) you change billing address or other contact details (including the details of the Authorised Customer Contact); or
- (f) you become aware of anything that may or will affect a payment under this agreement.

**6. If you do not make contact when required**

If you do not contact us to inform us of any new vehicles which it uses on CityLink, that vehicle will not be registered on the CityLink Register. If that vehicle is detected using CityLink without an appropriate e-TAG you may receive an infringement notice and the driver may be guilty of an offence under the Act. A vehicle may not be registered to use CityLink or exempt from the requirement to be registered, if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and fix the problem.

We may debit tolls to the Account when a Nominated Vehicle, Nominated Trade Plate or an e-TAG linked to the Account is detected on CityLink if you do not contact us when:

- a Nominated Vehicle, the Number Plate of a Nominated Vehicle, Nominated Trade Plate or an e-TAG linked to the Account is lost or stolen;

- you sell or change a Nominated Vehicle linked to the Account or change the Registration Number of a Nominated Vehicle; or
- a Nominated Trade Plate is no longer held by you.

## 7. Charging Tolls to your Account

You will be charged tolls for using CityLink which are set in line with the Act. You will be charged tolls for using other Eligible Toll Roads which are set by the relevant Eligible Toll Road operator.

We will charge tolls to your Account when one or more of an e-TAG, Nominated Trade Plate, Number Plate of a Nominated Vehicle or a Nominated Vehicle, linked to the Account is detected in a Toll Zone or on an Eligible Toll Road, subject to clause 17.

For each Trip that an e-TAG, Nominated Trade Plate, Number Plate of a Nominated Vehicle or Nominated Vehicle is detected on CityLink, we will only charge tolls to the Account up to the Trip Cap.

We will debit tolls to the Account regardless of who was driving the vehicle at the time and whether or not you authorised, or was aware of the use of the Nominated Vehicle, Nominated Trade Plate or e-TAG.

On or after the Start Date for an e-TAG, we will debit tolls and may debit a No Tag in Vehicle Fee to the Account for each trip that an e-TAG or your vehicle without an activated e-TAG, is detected on an Eligible Toll Road between the time you originally contacted us to open the Account and the Start Date.

If your vehicle is also linked to another Account, and that vehicle is detected on an Eligible Toll Road without an e-TAG, we may choose which Account will be debited with the tolls and any applicable fees from that Trip.

## 8. If a Nominated Vehicle, Number Plate, Nominated Trade Plate or e-TAG is lost or stolen

We will not charge tolls to your Account if after you have notified both the police and us that:

- your Nominated Vehicle has been stolen, we detect that Nominated Vehicle driving through a Toll Zone;
- your e-TAG has been lost or stolen, we detect that e-TAG in a Toll Zone;
- a Nominated Trade Plate has been stolen, we detect the Nominated Trade Plate on a vehicle (which is not your vehicle or which is not a vehicle being driven by or authorised to be driven by a sales person who has been assigned an e-TAG linked to the Account) in a Toll Zone;
- a Number Plate of a Nominated Vehicle has been stolen, we detect the Number Plate on a vehicle (which is not your vehicle or which is not a vehicle being driven by or authorised to be driven by a sales person who has been assigned an e-TAG linked to the Account) in a Toll Zone. We will resume charging tolls to your Account when you notify us or we become aware, that you have recovered the stolen Nominated Vehicle, lost or stolen e-TAG, stolen Nominated Trade Plate, or stolen Number Plate.

You must provide us with a copy of the police report if we request it.

## 9. Annual Account Fee

We will charge you the Annual Account Fee as part of the first statement and on each anniversary of the earliest Start Date of any of your e-TAGs or Trade Plates.

We may charge a further Annual Account Fee in the same way for each Sub-Account you open.

## 10. Security Deposits

If we ask you to pay a Security Deposit, you must pay us the Security Deposit within 5 Business Days of receiving a request to do so.

Security Deposits (and other deposits which are to be treated like a Security Deposit) will not be credited to your Account.

We may use the Security Deposit (and other deposits which are to be treated like a Security Deposit) in part or full payment (at our discretion) of any amount you owe us under this agreement.

## 11. Minimum Annual Payment

For each e-TAG linked to your Account, at the end of each of the first three Tag Years, we may debit your Account for the amount by which the Minimum Annual Payment exceeds the total tolls and taxes (excluding fees or charges) charged to that e-TAG during that Tag Year.

## 12. Additional fees and payments

### **If you use CityLink without your e-TAG being detected**

For each Trip that your Nominated Vehicle or vehicle with a Nominated Trade Plate attached is detected using CityLink without your e-TAG being detected, we may, as well as charging you tolls, charge the No Tag in Vehicle Fee to your Account unless we are responsible for the failure to detect your e-TAG.

### **e-TAG Non-Return Fee**

You must pay us the e-TAG Non-Return Fee if your e-TAG is lost or damaged, or you do not return your e-TAG to us when we require you to do so.

### **If you use CityLink in a Nominated Vehicle with a different Class from your e-TAG**

If you use CityLink in a vehicle with an e-TAG linked to your Account which is of a different Class from that vehicle, we may charge the appropriate tolls and a No Tag in Vehicle Fee to your Account for each Trip in which the incorrect Class of e-TAG is used.

### **Late Payment Fee**

If payment of the Due Payment is not received within 14 days after the end of a Payment Period, we may charge the Late Payment Fee to your Account.

### **Re-registration Fees**

We may charge the Re-registration Fee to your Account if, at your request, we re-register a vehicle (which has been suspended) on the CityLink Register, or a Trade Plate (which has been suspended) on the Trade Plate Register.

### **When you agree to additional payments**

We may charge any other fee, tax, charge or amount to your Account if you have agreed to pay or you owe us that fee, tax, charge or amount under this agreement.

**Toll Administration Fee**

If you receive a Late Toll Invoice you agree to pay any Toll Administration Fee that the Late Toll Invoice requires you to pay.

**13. Invoices**

As soon as practical after the end of each Payment Period, we will send you a detailed invoice.

You may choose to receive the invoice either in paper and/or electronic form.

The invoice will state the Due Payment for that Payment Period. If you have a Standing Authorisation Account, the Due Payment must be paid by Automatic Payment. If you have any other type of Account (ie not a Standing Authorisation Account), you must pay us the Due Payment by the Payment Date.

Until the earliest Start Date of any of your e-TAGs or Trade Plates, we will not provide you with credit for tolls.

**14. When is a payment made?**

Payments are treated as made when we receive them.

If you are an Automatic Payment Customer, we will receive the Automatic Payment when it is credited successfully to our Bank account.

If you are not an Automatic Payment Customer, or if the Automatic Payment has failed or you have made other payment arrangements with us, we will receive your payments:

- if by cash, manual credit card, BPAY or eftpos, when the person making the payment:
  - in person, is given a receipt for that payment; or
  - by telephone, is given a receipt number for that payment; or
- if by cheque, when the proceeds of the cheque have been cleared.

If a payment is not made successfully, we will debit the Dishonour Fee to your Account (eg if a cheque or direct debit is dishonoured) unless the unsuccessful payment is our or our Bank's fault.

**Late or part payment**

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement.

We may allocate any such payment against any money you owe us as we deem necessary.

**15. Questions, complaints and disputes**

If you have a dispute or wish to make a complaint about the CityLink Registration of a vehicle, Trade Plate Registration of a Nominated Trade Plate or an amount debited, credited or not credited to your Account, the Authorised Customer Contact should contact us. A customer service officer will provide a response with reasons as soon as possible.

If you believe that the dispute or complaint has not been properly addressed, you have the right to have the issue reviewed by our customer resolutions group who will provide a response with reasons.

If you are still not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

Unless you tell us that you disagree with the Due Payment within 60 days of receipt of an invoice, the Due Payment recorded on the invoice will be considered to be correct. Where you dispute the Due Payment, while the dispute is being resolved you must continue to comply with this agreement as if the Due Payment recorded on the invoice was correct.

Where you dispute the Due Payment, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of the Account, until the dispute is resolved.

**16. Changing this agreement**

We may change any of this agreement (including the amount of any amount, fee or charge) by:

- (a) publishing the changes on our website, the date from which they will apply, and how you may obtain a copy of them; and
- (b) sending a copy of the changes to your Billing Address no later than the next invoice after the effective date of the changes, except when the changes either reduce fees or charges or are as a result of changes in taxes, in which case this is not required.

We may assign this agreement to another entity responsible for levying tolls on CityLink in the same way.

Changes to this agreement or assignment of this agreement will apply from the date stated on our website or in the copy of the changes.

This clause does not apply to tolls which are determined in line with the Act.

**17. Suspension or cancellation**

If Trips are made by vehicles that are suspended or cancelled from the CityLink Register or Trade Plate Register, you will not have a valid arrangement to make Trips. Accordingly the driver may commit an offence under the Act and receive a Late Toll Invoice from us or another Eligible Toll Road operator or an infringement notice from an enforcement agency.

CityLink Registration of your vehicle or Trade Plate Registration of a Trade Plate is suspended or cancelled when we record it as suspended or cancelled on the CityLink Register or the Trade Plate Register or we remove it from the CityLink Register or Trade Plate Register.

We will cancel the CityLink Registration of a Nominated Vehicle, cancel the Trade Plate Registration of a Nominated Trade Plate or deactivate an e-TAG not assigned to a Nominated Vehicle or Nominated Trade Plate, if you request us to do so.

We may suspend the CityLink Registration of a Nominated Vehicle and suspend the Trade Plate Registration of a Nominated Trade Plate, if:

- (a) payment (including Automatic Payment) of a Due Payments not made by the Payment Date;

- (b) a Nominated Vehicle, Nominated Trade Plate, an e-TAG, or the Number Plate of a Nominated Vehicle is reported as lost or stolen to both the police and to us;
- (c) you do not pay a Security Deposit for each e-TAG linked to the Account within 5 Business Days of receiving a request to pay a Security Deposit;
- (d) we consider that an e-TAG has been or is being misused;
- (e) we consider that you have not told us of a change of a:
  - Nominated Vehicle;
  - Registration Number of a Nominated Vehicle;
  - Nominated Trade Plate; or
  - sales person assigned an e-TAG;
- (f) you use an e-TAG in a vehicle which is in a different Class from the e-TAG;
- (g) we are required to do so by law;
- (h) you do not comply with the terms and conditions of this agreement; or
- (i) for any other reason we reasonably consider that suspension of the CityLink Registration of the Nominated Vehicle or suspension of the Trade Plate Registration of the Nominated Trade Plate is necessary.

We may cancel the CityLink Registration of any or all Nominated Vehicles and cancel the Trade Plate Registration of any or all Nominated Trade Plates, if:

- (a) payment (including Automatic Payment) of a Due Payment is not made by the Payment Date;
- (b) you use an e-TAG in a vehicle which is in a different Class from the e-TAG;
- (c) the CityLink Registration of a Nominated Vehicle or Trade Plate Registration of a Nominated Trade Plate is suspended for more than 1 month or on repeated occasions;
- (d) you become bankrupt or appear likely to become bankrupt;
- (e) you become insolvent or have a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
- (f) you are a company and:
  - (1) you pass a resolution for winding up;
  - (2) an application is made for winding up and:
    - is not dismissed or withdrawn within 30 Business Days; or
    - an order is made for the company's winding up; or
  - (3) you enter into an arrangement, composition or compromise with any creditors;
- (g) we consider that a material adverse change has occurred in your credit rating;
- (h) you do not comply with this agreement;
- (i) we are required to do so by law;
- (j) we revoke the exemption described in clause 3; or
- (k) for any other reason we reasonably consider that cancellation of the CityLink Registration of any or all of the Nominated Vehicles or cancellation of the Trade Plate Registration of any or all of the Nominated Trade Plates is necessary.

In any of the circumstances where we may suspend or cancel the CityLink Registration of a Nominated Vehicle or the Trade Plate Registration of a Nominated Trade Plate, we may deactivate any or all e-TAGs not assigned to a Nominated Vehicle or Nominated Trade Plate.

If we have suspended or cancelled the CityLink Registration of a vehicle or Trade Plate Registration of a Trade Plate, we will send a signal to the e-TAG linked to that vehicle or Trade Plate, to give 4 beeps each time the e-TAG passes through a Toll Zone on CityLink. You agree that this is a reasonable method of notice for us to use.

We may notify you of suspension or cancellation by giving notice in any other way allowed under this agreement or the Act.

If you wish to use CityLink after the CityLink Registration of a vehicle or Trade Plate Registration of a Trade Plate has been suspended or cancelled, you must first contact us and ask us to re-register the vehicle on the CityLink Register or re-register the Trade Plate on the Trade Plate Register.

If you do not re-register the vehicle or Trade Plate, and the vehicle or Trade Plate is detected on CityLink or any other Eligible Toll Road after the CityLink Registration of the vehicle or Trade Plate Registration of the Trade Plate has been suspended or cancelled, the driver of that vehicle may commit an offence under the Act and be issued with a Late Toll Invoice from us or another Eligible Toll Road operator or an infringement notice from an enforcement agency.

If the CityLink Registration of a vehicle or Trade Plate Registration of a Trade Plate is suspended, we will re-register the vehicle or Trade Plate if you:

- (a) fix the problem which caused the suspension to our satisfaction; and
- (b) ask us to re-register the vehicle on the CityLink Register or re-register the Trade Plate on the Trade Plate Register.

We will only investigate a Late Toll Invoice issued by us once you have re-registered your vehicle with us.

If the CityLink Registration of all Nominated Vehicles and the Trade Plate Registration of all Nominated Trade Plates linked to the Account is cancelled and all e-TAGs not assigned to a Nominated Vehicle or Nominated Trade Plate are deactivated, then within 10 Business Days of receiving notice of that cancellation, you must:

- return the relevant e-TAGs to us; and
- pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days of you completing your obligations under this clause.

## 18. When this agreement ends

This agreement will end 20 Business Days after the CityLink Registration of all your Nominated Vehicles and the Trade Plate Registration of all your Nominated Trade Plates is cancelled and all e-TAGs not assigned to a Nominated Vehicle or Nominated Trade Plate are deactivated. The ending or cancellation of this agreement for any reason does not affect any rights that either

you or we have against each other which arose at or before the end or cancellation of this agreement.

## 19. Liability

To the maximum extent permitted by law, we are not liable (whether in contract, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that you, your employees, agents, contractors or your customers or any other person incur arising directly or indirectly from the use of CityLink, or anything else in connection with this agreement.

As between us and you, you will be solely responsible for any loss of profit, damage or expense incurred, sustained or suffered by any person using CityLink in a Nominated Vehicle. This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.

## 20. General

### Ownership of the e-TAG and licence to use it

You do not own any e-TAG linked to your Account or provided to you. We will license you to use the e-TAG linked to your Account in line with this agreement.

You must return the e-TAG to us within 10 Business Days after we ask you to return it or within 5 Business Days after we ask you to return it if we have suspended the CityLink Registration of your Nominated Vehicles.

### This agreement is the entire agreement

This agreement is the entire agreement about the CityLink Registration of your Nominated Vehicles, your Account and all other matters covered by this agreement. The only enforceable obligations and liabilities of you and us about the subject matter are those arising out of the provisions of this agreement or at law.

This agreement replaces all previous representations, communications and agreements on the subject matter.

To the maximum extent permitted by law, the provisions of the Trade Practices Act 1974 (Cth) and the Fair Trading Act 1985 (Vic.) are excluded. CityLink Melbourne's liability for a breach of any term or warranty under the Trade Practices Act and the Fair Trading Act which by law cannot be excluded from this agreement is limited to the maximum extent that the law allows.

### Notices

Notices (which include any written communication or statement) to you may be:

- given personally to the Authorised Customer Contact;
- left at the Customer's Billing Address;
- sent to the Customer's Billing Address;
- sent by fax to the fax number last notified to us;
- sent by e-mail to the e-mail address last notified to us;
- sent by SMS message to the mobile phone number last notified to us;
- signalled through your e-TAG to give beeps each time your e-TAG passes through a Toll Zone; or
- given to you in any other way the law allows.

A notice given to you is taken to be also given to the Authorised Customer Contact and drivers and owners of the Nominated Vehicles.

Notices to CityLink Melbourne may be sent or delivered:

- to our address;
- by fax to our fax number; or
- by e-mail to our e-mail address.

Our contact details are on the back page of this agreement.

Notices take effect from the time they are received unless a later time is specified. Notices by e-TAG beeps are taken to be received when we signal the e-TAG to beep.

If Notices are sent by a fax machine which prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent. If notices are sent by post, they are taken to be received on the expiration of 3 Business Days after the date of posting. If notices are delivered personally or left at your address, they are taken to be received on the day of delivery if delivered before 4 pm on a Business Day and otherwise on the next Business Day. If notices are sent by e-mail or SMS, they are taken to be received on the next day after the date of sending. Where we agree to send you a notice under this agreement, we will not be in breach of this agreement if that notice is not delivered to you or is not delivered to you in a readable form for reasons that we cannot control.

### If any part of this agreement is illegal or unenforceable it will not apply

Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement from being invalid, voidable or not enforceable in the circumstances. If the provision would not be invalid, voidable or not enforceable if a word or words were deleted, that word or those words will be deleted and the rest of this agreement will continue to be fully enforceable.

### Interest

You will not earn interest on any credit Account Balance or amount you pay us under this agreement.

### Waiving breaches of this agreement

Unless otherwise expressly provided by this agreement, a party does not waive a right, power or discretion just because it:

- fails to exercise it;
- only exercises part of it; or
- delays in exercising it.

A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision.

A right of CityLink Melbourne created under this agreement may only be waived by us in writing signed by us.

### Representations and warranties

You represent and warrant to us that:

- you have the power, authority and capacity to enter into this agreement; and
- the owners and users of all vehicles linked to your Account have consented to the linking of those vehicles to your Account and for you to be provided with information regarding their use of those vehicles.

**Consent to use and disclose information**

You consent to us using or disclosing any information that you provide to us if the information is used or disclosed for the purposes of this agreement (including the exercise of any rights or the performance of any obligations under this agreement and including the exchange of information between CityLink Melbourne and the other Eligible Toll Road operators for the purposes of this agreement) or as detailed in the Privacy Code.

You consent to any information you provide to us being disclosed by us to credit reporting agencies or debt collection agencies where you are in payment default.

CityLink Melbourne may disclose your information in accordance with the Privacy Code.

**Privacy Code**

We will give you a copy of the Privacy Code when you ask for a copy. The Privacy Code is available on our website.

**Recovery of costs**

You must pay us an amount equal to any costs (including legal costs) incurred by us in recovering a debt from you.

**21. Interpretation**

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) an obligation imposed on 2 or more parties binds them jointly and severally;
- (e) a reference to a time or date is a reference to that time or date in Melbourne;
- (f) a provision of this agreement must not be interpreted against us just because we prepared the agreement;
- (g) a reference to any legislation or subordinate legislation includes any future modifications or changes;
- (h) headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement; and
- (i) this agreement and the transactions contemplated by this agreement are governed by Victorian Law.

**22. Definitions**

<b>Account</b>	Your account with CityLink Melbourne. References to Account appearing in this agreement include any Sub-Accounts.
<b>Account Balance</b>	The total of all tolls, fees, taxes and charges which we have debited to the Account since the end of the last Payment Period (or for the first Payment Period, since the earliest Start Date of any of your e-TAGs) and any other amounts which you owe us which have been not paid by you.
<b>Act</b>	The Melbourne City Link Act 1995 (Vic).
<b>Application Form</b>	The application form for a Motor Car Trader Account.
<b>Authorised Customer Contact</b>	Your authorised representative as notified to us by you.
<b>Automatic Payment</b>	A standing authorisation given by you to us over a credit card account or other account held by you at a Bank for the Due Payment.
<b>Bank</b>	Any bank or financial institution, including a credit card provider.
<b>Billing Address</b>	The last mailing address advised to us by you.
<b>Business Day</b>	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
<b>CityLink</b>	The Link road and Extension road as defined in the Act, and any part of those roads.
<b>CityLink Melbourne, we, our or us</b>	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents, and nominees.
<b>CityLink Register</b>	The register of vehicles established and maintained by us under section 73A of the Act.
<b>CityLink Registration</b>	The registration by CityLink of your vehicles on the CityLink Register.
<b>Class</b>	Each class of vehicle as defined in the Toll Calculation Schedule in the Concession Deed. (Vehicles are classified as cars, light commercial vehicles, heavy commercial vehicles and motorcycles).
<b>Concession Deed</b>	The agreement between CityLink Melbourne, the State and others for the Melbourne CityLink Project as set out in Schedule1 to the Act.
<b>Customer, you or your</b>	The company, entity, person or person acting on behalf of the company or entity who has opened the Account with us.
<b>Customer's vehicles or your vehicles</b>	Nominated vehicles, vehicles with a Nominated Trade Plate attached, vehicles being driven by (or authorised to be driven by) a sales person who has been assigned an e-TAG linked to the Account and vehicles carrying an e-TAG linked to the Account but not assigned to a Nominated Vehicle or Nominated Trade Plate

<b>Due Payment</b>	In respect of any Payment Period, the amount stated in the invoice for that Payment Period as the total of the Account Balance and any other amount that you owe us at the end of that Payment Period.
<b>Eligible Toll Road</b>	CityLink and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles and on which you can use your CityLink e-TAG or your Nominated Vehicle.
<b>e-TAG</b>	The transponder owned by us and licensed to you for the duration of this agreement.
<b>Holder</b>	The device which will be attached to the windscreen of Nominated Vehicles to hold the e-TAG.
<b>Late Toll invoice</b>	A request for payment (or further request for payment) issued by us, which may include tolls payable by you and a Toll Administration Fee.
<b>LMCT</b>	The licence number of the Customer's motor car trader licence.
<b>Nominated Vehicle</b>	A vehicle which is registered on the CityLink Register (as identified by the vehicle's registration Number, make, model, year and colour) and is linked to the Account and also includes any vehicle which you have asked us to link to the Account.
<b>Number Plate</b>	The physical plate which contains the vehicle's Registration Number.
<b>Payment Date</b>	The date fourteen days after the end of a Payment Period.
<b>Payment Period</b>	The period agreed between CityLink Melbourne and you for the billing of the Account (eg. weekly, fortnightly, monthly). We will not agree to a Payment Period that is greater than monthly. The first Payment Period begins on the earliest Start Date for any of your e-TAGs.
<b>Privacy Code</b>	means the Privacy Code available on CityLink website.
<b>Registration Number</b>	The combination of numbers, letters, or numbers and letters, or numbers and letters on the Number Plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (eg. VicRoads).
<b>Remaining Account Balance</b>	The total of any: <ul style="list-style-type: none"> <li>• credit Account Balance;</li> <li>• Security Deposit; and</li> <li>• other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, tolls, charges and any other amounts you owe us are deducted.</li> </ul>
<b>Standing Authorisation Account</b>	An Account which allows you to pay the Account Balance by Automatic payment.

<b>Start Date</b>	The later of: <ul style="list-style-type: none"> <li>• the date that the Account was opened; and</li> <li>• 3 January 2000,</li> </ul> for all e-TAGs linked to the Account on or before this date. The Start Date for any other e-TAG is the date on which that e-TAG is linked to the Account.
<b>Sub-Account</b>	A sub-account which you may open with us for convenience in managing your business. Certain Sub-Accounts must be opened by you if you want to link Trade Plates or e-TAGs assigned to your sales personnel, to the Account.
<b>Tag Year</b>	For each e-TAG, a consecutive 12 month period from: <ul style="list-style-type: none"> <li>• the Start Date; or</li> <li>• the anniversary of the Start Date.</li> </ul> Where an e-TAG is replaced, a Tag Year is calculated by reference to the original e-TAG unless the replacement e-TAG is part of a general release of "new generation" e-TAGs. <p>However, without changing the beginning of a Tag Year, a Tag Year for any e-TAG will end on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date that e-TAG is returned to us without being replaced;</li> <li>• the date you tell CityLink Melbourne that the e-TAG has been lost or destroyed and you do not want to replace the e-TAG;</li> <li>• the date that e-TAG is replaced as part of a general release of "new generation" (eg. of an improved technology) e-TAGs; and</li> <li>• the date when the CityLink Registration of all vehicles linked to your Account and the Trade Plate Registration of all Trade Plates linked to the Account is cancelled.</li> </ul>
<b>Toll Administration Fee</b>	A toll administration fee fixed under section 71(1A) of the Act in relation to CityLink or as fixed by an operator of another Eligible Toll Road. This fee may be payable if you or the driver of one of your vehicles receive a Late Toll Invoice.
<b>Tolling Customer Ombudsman</b>	means the Ombudsman for the tolling industry and the contact details can be obtained from our website.
<b>Toll Zone</b>	A part of CityLink specified to be a toll zone under the Act.
<b>Trade Plate</b>	A trade plate is defined under the Road Safety (Vehicles) Regulations 1999 (Vic) as assigned to you by the relevant authority (e.g. VicRoads).
<b>Trade Plate Number</b>	The combination of numbers, letters, or numbers and letters on a Trade Plate.
<b>Trade Plate</b>	A trade plate is defined under the Road Safety (Vehicles) Regulations 1999 (Vic) as assigned to you by the relevant authority (e.g. VicRoads).
<b>Trade Plate Register</b>	The register of Trade Plates, established and maintained by us.

<b>Trade Plate Registration</b>	The registration by us of your Trade Plates on the Trade Plate Register.
<b>Trip</b>	The driving of a vehicle in one direction in one or more Toll Zones uninterrupted by exit and subsequent re-entry of CityLink other than travel directly between the Southern Link and the Western Link. For another Eligible Toll Road, a Trip will be determined by the operator of that Eligible Toll Road.
<b>Trip Cap</b>	The maximum tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act or by an operator of another Eligible Toll Road in respect of Trips on that Eligible Toll Road.

### Amounts, Fees and Charges (inclusive of GST where applicable)

	Description	Amount, Fee or Charge
<b>Annual Account Fee</b>	This is the amount you must pay us to open and maintain an Account.	\$71.50 per annum
<b>Dishonour Fee</b>	This is the amount you must pay if a payment is unsuccessfully made, unless the unsuccessful payment is our or our Bank's fault.	\$5.50 plus the charge imposed on us by our Bank as a result of your unsuccessful payment.
<b>e-TAG Non-Return Fee</b>	This is the amount that you must pay us if your e-TAG is lost, damaged or not returned to us in accordance with this agreement.	\$55.00 per e-TAG device not returned.
<b>Late Payment Fee</b>	This is the amount you must pay if payment of an amount you owe us is more than 5 days late.	\$5.50 plus 1.5% of the amount which was not paid on time.
<b>Minimum Annual Payment</b>	This is the minimum amount of tolls and taxes which must be paid by you per e-TAG each Tag Year. You will only be charged for the difference between this amount and the actual tolls and taxes charged to each e-TAG.	\$27.50 per e-TAG linked to your Account from 1 January 2002.
<b>No Tag in Vehicle Fee</b>	This is the amount that CityLink Melbourne may charge if your Nominated Vehicle is detected in a Toll Zone with out an e-TAG being detected, unless we are responsible for the failure to detect your e-TAG	\$0.75 per Trip.
<b>Re-Registration Fee</b>	This is the amount you must pay if the CityLink Registration of a vehicle or the Trade Plate Registration of a Trade Plate has been suspended and, at your request, we re-register the vehicle on the CityLink Register or re-register the Trade Plate on the Trade Plate Register.	\$11.00 per vehicle or Trade Plate re-registered.
<b>Security Deposit</b>	We may require you to pay this deposit as security.	\$50.00 per e-TAG linked or proposed to be linked to your Account.
<b>Trip Cap</b>	The maximum toll you will be charged for each Trip.	The amount determined by CityLink in line with the Act.
<b>Voluntary Replacement Fee</b>	This is the fee that CityLink may charge if you voluntarily replace your e-TAG where there is no fault with your existing e-TAG.	\$55.00 per voluntary replacement of an e-TAG.